

# ADVERTISED BID CITY OF ST. LOUIS

OFFICE OF THE SUPPLY COMMISSIONER  
1200 MARKET ST RM 324  
ST LOUIS MO 63103-2842



REQUEST FOR QUOTE  
42017Q0154

PAGE  
1

ADDRESS CORRESPONDENCE TO

... We agree to furnish the following articles to the City of St. Louis,  
free of any extra charges, in the quantity named and at the prices respectively  
stated:

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LAMBERT AIRPORT  
P O BOX 10036  
ST LOUIS MO

63145

SEE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTATION SHEET.

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/16/16				

REPLY DUE BY: 10/04/16 12:00 O'CLOCK NOON

NEEDED BY DATE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REQ LINE NUMBER : 0001					
	4	EA	AIRP	17R015401		
	AVERY DENNISON MICROPRISMATIC TRANSLUCENT					
	RETROREFLECTIVE FILM. YELLOW TRANSLUCENT FILM SERIES					
	6631. FRONT SURFACE ADHESIVE 48" X 50 YDS.					
	THE FILM MUST MATCH EXISTING RUNWAY SIGNAGE.					
	RETROREFLECTIVE MINIMUMS SPECIFIED IN FAA SPECIFICATION					
	AC 150/5345-44J SEE ATTACHMENT FOR ADDITIONAL SPECS.					
	BIDDERS PLEASE CHECK/COMPLETE BELOW:					
	( ) FREIGHT IS INCLUDED IN THE QUOTED PRICE					
	( ) WE WILL CHARGE FOR FREIGHT/DELIVERY IN THE AMT OF:					
	\$					
	BRAND ----- PRODUCT NO. -----					
	OR ACCEPTABLE EQUAL; UNLESS "NO SUBSTITUTE" ALLOWED					
	MANUFACTURER BRAND AND/OR CATALOG DESCRIPTION IN					
	SPECIFYING ANY ITEM DOES NOT RESTRICT BIDDERS TO THAT					
	MANUFACTURER, BRAND, OR CATALOG DESC. IDENTIFICATION					
	THE BIDS SUBMITTED MUST BE OF SUCH CHARACTER, QUALITY,					
	AND/OR EQUIVALENCE THAT IT WILL SERVE THE PURPOSE FOR					
	WHICH IT IS TO BE USED EQUALLY WELL AS THAT SPECIFIED,					
	AND BE ACCEPTABLE TO THE USING DEPARTMENT. BIDDER MUST					
	FURNISH COMPLETE DATA AND INFORMATION FOR ITEMS BID					
	THAT DO NOT MEET THE SPECIFICATIONS LISTED IN THE BID.					
					<b>TOTAL →</b>	

NAME OF FIRM	STATE DELIVERY:	COMPTROLLER	Date
ADDRESS			
CITY	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE			
Area Code ( )			

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<p>.....</p> <p>BIDS WILL BE AWARDED BASED ON OFFICIAL SPECIFICATIONS PROVIDED BY SUPPLY DIVISION ONLY &amp; ANY RELATED ADDENDA. ALL INQUIRIES RELATED TO THIS BID MUST BE IN WRITING (LETTER/E-MAIL/FAX) TO STEPHEN GREGALI:</p> <p>GREGALIS@STLOUIS-MO.GOV/P:314-622-4250/FX:314-622-4141</p> <p>.....</p> <p>CHECK HERE IF YOU WANT A BID TABULATION: ALLOW 30 DAYS FOR RESULTS</p> <p>STATE BEST GUARANTEED DELIVERY: A.R.O.</p> <p>ALL ITEMS SHALL BE F.O.B. DESTINATION</p> <p>FREIGHT OR DELIVERY CHARGES MUST BE INCLUDED IN QUOTE OR INDICATED BELOW IN ORDER TO RECEIVE PAYMENT!</p> <p>( ) FREIGHT IS INCLUDED IN THE QUOTE PROVIDED - OR - ( ) WE WILL CHARGE \$ FREIGHT/DELIVERY</p> <p>THE CITY RESERVES THE RIGHT TO SPLIT AWARDS, VENDOR MUST INDICATE (SPLIT) OR (ALL OR NONE) FOR MULTI LINE BIDS.</p> <p>----- BIDDING "ALL OR NONE"</p> <p>----- SPLIT AWARD ACCEPTABLE</p> <p>TOTAL →</p>						

NAME OF FIRM	STATE DELIVERY:	COMPTROLLER	Date
ADDRESS	CALENDAR DAYS		
CITY	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE			
Area Code ( )			

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PLEASE PROVIDE CONTACT INFORMATION FOR THIS BID:						
NAME: _____						
E-MAIL: _____						
PHONE: _____						
ORDINANCE #60643 - A CITY OF ST LOUIS BUSINESS LICENSE IS REQUIRED IF YOUR COMPANY MEETS ANY OF THE FOLLOWING: (CHECK AS APPROPRIATE):						
----- BUSINESS IS LOCATED WITHIN THE CITY LIMITS						
----- DELIVERY WITHIN CITY LIMITS IS BY COMPANY TRUCK						
----- SALES CALLS ARE MADE WITHIN THE CITY LIMITS						
* VENDORS SHOULD NOTE IF THEY ARE MINORITY OR WOMEN OWNED BUSINESS (CHECK)						
MBE ----- WBE -----						
LIST ITEMS MANUFACTURED, ASSEMBLED OR PRODUCED IN A FOREIGN COUNTRY ON THE ENCLOSED (BUY AMERICAN) FORM FOR BIDS TOTALING \$1,000 OR HIGHER						
TOTAL →						

NAME OF FIRM		STATE DELIVERY:		COMPTROLLER		Date
ADDRESS		CALENDAR DAYS				
CITY	STATE	SIGNED BY:		SUPPLY COMMISSIONER		Date
PHONE						
Area Code ( )						

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NEEDED BY DATE	QUANTITY	UNIT	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** WEBSITE INFORMATION ***** * * TO DOWNLOAD SUPPLY BIDS GO TO: * * HTTP://STLOUIS-MO.GOV/SUPPLY/BID-NOTICES.CFM * * CLICK ON BID NOTICES *****						
TOTAL →						

NAME OF FIRM		STATE DELIVERY: CALENDAR DAYS	COMPTROLLER	Date
ADDRESS				
CITY	STATE	SIGNED BY:	SUPPLY COMMISSIONER	Date
PHONE Area Code (     )				

# Avery Dennison® 6600 Series

## Microprismatic Translucent Retroreflective Film

Issued: August 2015

Avery Dennison® 6600 series Reflective sheeting consists of a micro-prismatic translucent face material and has been designed for internally illuminated signs. This product transmits uniformly diffused light to provide an attractive readable sign plus supplies backup protection in case of power failure due to the film's retroreflective properties. 6600 series far exceeds the retroreflective minimums specified in FAA specification AC 150/5345-44J.



**Performance:**  
FAA AC 150/5345-44J  
ASTM D4956 Type III & IV



**Orientation:** Omni-Directional



**Durability:** 3 year  
Vertical Exposure only



**Face:** High-Gloss Acrylic  
Retroreflective Film  
with Microprisms



**Adhesive:** Permanent  
Pressure Sensitive



**Liner:** Clear Polyester Film

### Features:

- High retroreflective performance exceeds FAA specification
- Omni-directionality provides consistent performance when mounted at any angle
- Field proven durability and outdoor performance worldwide
- Varying degrees of light transmission for light sources of different strengths
- Available in front and rear faced adhesives
- Uniform daytime and nighttime visual appearance

### Conversion:

- ☒ Flat Bed Sign-Cut
- ☒ Drum Roller Sign-Cut

### Applications:

- ☒ Indoor internally illuminated signage
- ☒ Outdoor internally illuminated signage

### Product Availability:

Code	Translucency Level	Adhesive	Color
6620	Medium	Front	White
6630	High	Front	White
6630	High	Rear	White
6621	Medium	Front	Yellow
6631	High	Front	Yellow
6632	High	Rear	Yellow
6638	Medium	Front	Red

*Note: Translucency level is determined by the design of the light box and the intensity of the light source used in addition to the 6600 series product used.*



# Avery Dennison® 6600 Series

## Microprismatic Translucent Retroreflective Film

Issued: August 2015

### Retroreflectivity:

**Table A:**  
Min. coefficients of retroreflection ( $R_A$ )<sup>1</sup> per ASTM D4956 Type IV<sup>2</sup>

Observation Angle	Color	Entrance Angle	
		- 4°	+ 30°
0.1°	White	500	240
	Yellow	380	175
	Red	90	42
0.2°	White	360	170
	Yellow	270	135
	Red	65	30
0.5°	White	150	72
	Yellow	110	54
	Red	27	13

**Table B:**  
Min. coefficients of retroreflection ( $R_A$ )<sup>1</sup> FAA AC 150/5345-44J

Observation Angle	Color	Entrance Angle	
		- 4°	+ 30°
0.2°	White	70	30
	Yellow	50	22
	Red	14	6
0.5°	White	30	15
	Yellow	25	13
	Red	7.5	3

### Colors and Specification Limits:

**Table C:**  
Chromaticity coordinates per ASTM D4956

	White		Yellow		Red	
	X	Y	X	Y	X	Y
1	0.303	0.300	0.498	0.412	0.648	0.351
2	0.368	0.366	0.557	0.442	0.735	0.265
3	0.340	0.393	0.479	0.520	0.629	0.281
4	0.274	0.329	0.438	0.472	0.565	0.346
Luminance Factor	Min	Max	Min	Max	Min	Max
	27	--	15	45	2.5	15

Product Data Sheet  
Page 2 of 4  
Reflective Solutions

6600 Series sheeting exceeds all values listed in Table A and Table B.

6600 Series sheeting meets the daytime color requirements for ASTM D4956 shown in Table C.

Avery Dennison suggests you obtain the current requirements from your local agency and ensure product conformance with such requirements. Your Avery Dennison Representative can assist you in this regard.

<sup>1</sup> $R_A$  =  
candelas per foot-candle per  
square foot (cd/ft<sup>2</sup>) OR  
Candelas per lux per square meter  
(cd/lx/m<sup>2</sup>)

<sup>2</sup> Measured according to ASTM E810

<sup>3</sup> Note that 0.1° observation angle is a supplemental requirement in ASTM D4956. It represents long highway viewing distances of about 900 ft (275 meters) and greater. These values are not the requirement of AC 150/5345-44J but are given here as a supplemental reference for typical product performance.



[www.reflectives.averydennison.com](http://www.reflectives.averydennison.com)

# Avery Dennison® 6600 Series

## Microprismatic Translucent Retroreflective Film

Issued: August 2015

### Characteristics:

Property	Value	Instructional Bulletins
Shelf-Life	1 year from date of purchase when stored at the following conditions; 65°-75°F (18°-24°C) and 50% ± 5% R.H.	#8.00
Typical film Caliper	9 – 10 mils (229 – 254µ)	NA
Min. Application Temperature	50° F (10° C)	#8.10
Service Temperature	-10°F to +160°F (-23°C to + 71°C)	#8.00
Application Surface	Impact modified acrylic recommended. Flat surfaces only.	#8.00

#### WARRANTY

Avery Dennison 6600 Translucent Film ("Products") are warranted to be free from defects in material and workmanship for one (1) year from date of purchase (or the period stated on the specific product information literature in effect at time of delivery, if longer). It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective Product without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repairs is not commercially practical, to Avery Dennison's issuing Purchaser a credit reasonable in light of the defect in the Product.

#### CONDITIONS

This warranty shall be effective only if all of the following conditions are met:

Fabrication and/or installation must occur within one (1) year from the date of purchase.

The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes under the Performance Warranty. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, improper storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief. Slight color fading, cracking, chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

Avery Dennison has published Instructional bulletins pertaining to the storage, handling, and clearing of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data sheets.

#### ADDITIONAL LIMITATIONS

**Unintended Use:** This warranty only applies to Product that is used by professional converters and installers for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets and Instructional Bulletins. For any other use, the user is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including attorneys fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters or installers in accordance with the Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters, installers or other users responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product, Materials and/or finished Product discovered to be (or reasonably capable of being discovered to be) defective.

**Misuse and Force Majeure:** Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals pollutants, including industrial and volcanic ash. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty.

**Third Party Product:** Avery Dennison assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where installer or converter uses or reference is made to a commercially available product, made by another manufacturer, it shall be the responsibility of the user, installer or converter to ascertain the precautionary measures for its use outlined by the manufacturer.

#### INDEPENDENT TESTING REQUIRED

All statements, technical information and recommendations about Avery Dennison products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

# Avery Dennison® 6600 Series

## Microprismatic Translucent Retroreflective Film

Issued: August 2015

### Converting Information:

The following Avery Dennison literature will provide information to the user for proper application, storage, and other requirements. Find the latest information on the Avery Dennison website, [www.reflectives.averydennison.com](http://www.reflectives.averydennison.com). We encourage you to check our website periodically for updates.

#### Instructional Bulletins:

Film Care & Handling	#8.00
Substrate Requirements	#8.01
Application Techniques for PS Film	#8.10
Cutting Methods	#8.20
Computer Sign Cutting	#8.25

### Substrates:

The application of Avery Dennison 6600 Series sheeting is limited to properly prepared substrates. Impact modified acrylic is recommended. Users are urged to carefully evaluate, under actual use conditions, any film application to other substrates. Failure of film caused by other substrates, materials, contamination, or improper surface preparation is not the responsibility of Avery Dennison. See Instruction Bulletin #8.01 for full details on substrate requirements.

The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, indirect, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS. ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.

#### DEFINITIONS

**Durability:** means that the Product in a finished graphic, panel or sign situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such that the finished sign, panel or graphic is ineffective for its identification when viewed under normal conditions from the intended viewing distance.

**Outdoor Durability:** is based on normal middle European and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic, panel or sign. In case the finished graphics, panel or sign is in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability may be reduced. Please see your local Avery Dennison representative for changes to warranties based on such localized conditions.

**Vertical Exposure:** means that the face of the finished graphic is  $\pm 10^\circ$  from vertical.

**Non-Vertical Exposure:** means that the face of the finished graphic is greater than  $10^\circ$  from vertical and greater than  $5^\circ$  from horizontal. Retroreflective films are not warranted for this exposure.

**Flat surfaces:** means a two dimensional flat surface without protruding objects.

**Weathering Effects:** Some degradation of Product performance over time is considered normal wear. Slight color fading, chalking, edge lifting, or slight reduction in gloss or reflectivity due to normal wear exposure and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind, excessive ice buildup or extraordinary frozen particulate conditions, large hail stones or other acts of God, do not constitute a breach of warranty or give rise to any liability by Avery Dennison.

**Printing, Curing and Ink Defects:** Ink contaminations, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing, do not constitute a breach of warranty. Product failure caused by ink over-saturation, excessive or under curing, failure of ink to render desired colors on Product, or other treatment or processing errors are not warranted.

**Adhesion to Application Surfaces:** This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.

If any court of competent jurisdiction or relevant government agency holds any provision of this warranty and limitation of liability to be illegal, void, invalid or unenforceable, whether in terms of any competition, legislation or otherwise, such provision shall be deleted and severable from this warranty and limitation of liability but deletion shall not affect the validity or enforceability of any other provisions hereof.

Avery Dennison and the logo are registered trademarks or tradenames of Avery Dennison Corp. © 2011 All Rights Reserved.







CITY OF ST. LOUIS  
DEPARTMENT OF FINANCE  
OFFICE OF THE SUPPLY COMMISSIONER

CAROL L. SHEPARD, CPA  
SUPPLY COMMISSIONER

FRANCIS G. SLAY  
MAYOR

1200 MARKET ST RM 324  
SAINT LOUIS MO 63103  
PHONE 314-622-4580  
FAX 314-622-4141

**ATTENTION BIDDERS**

*Please carefully review all information requested in this bid package.*

*Failure to submit requested samples, literature or any other requested information may result in disqualification of your bid or any portion of your bid.*

*Also the reasons indicated below may disqualify your bid. If you have any questions, call the buyer indicated in this bid package.*

**This form must be returned with your bid.**

- Two or more bids submitted for one item, unless instructed to do so. (item rejected)
- Signature missing on bid or any required form.
- Buy American Form not completed or returned. (may be rejected)
- M/WBE Form not completed or returned. (may be rejected)
- Altered or erased unit prices must be initialed.
- Faxed bid, unless specifically requested (will be rejected).
  
- FOR CONTRACTS ONLY: Please provide your DUNS # \_\_\_\_\_
- FOR CONTRACTS ONLY: Failure to submit required Bond by the date indicated.

***I certify that I have read and understand the information above.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# CERTIFICATION FORM

## ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT

### (BUY AMERICAN)

Bidders are advised of legislation enacted by the City of St. Louis which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured, assembled or produced in the United States, unless obtaining American made products would increase the cost of this contract by more than ten percent.

Section Four requires the vendor or contractor to certify his compliance with this legislation and if applicable, Section Six, if preference is claimed.

This legislation does not apply if the total bid is less than one thousand dollars (\$1,000.00).

Bids received will be evaluated on the basis of this legislation. Certificates of compliance must be completed and returned to be considered for preference. Failure to provide certification shall cause the City to presume that such product is not American made.

☐

#### CERTIFICATION

If **all** the specified goods or products are manufactured, assembled or produced in the United States, check box at left and complete certification at the bottom of this form.

☐

#### SECTION SIX CERTIFICATION

If any or all of the specified goods or products are manufactured, assembled or produced in a country other than the "United States", and exemption is requested because such product is Fair Trade Product: (a) list the country, other than the United States, where each good or product you propose to furnish is manufactured, assembled or produced; (b) check box at left of this paragraph and list corresponding commodities and (c) complete Section Six Documentation portion below.

**Item Number(s)**

**Location Where Item Manufactured, Assembled or Produced**


☐

#### SECTION SIX DOCUMENTATION

The specified goods or products are treated as manufactured, assembled or produced in the United States under an existing treaty, law, agreement or regulation of the United States regarding export-import restrictions and international trade. List item Number(s) and Treaties covering item below.

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#### DEFINITIONS

**MANUFACTURED** - to make or process a raw material into a finished product; create, or to produce or to turn-out in a mechanical manner.

**ASSEMBLED** - to fit or join together the parts in a manufacturing environment.

**PRODUCED** - create by manual or physical effort, to make or yield the customary product or products.

#### MUST BE COMPLETED AND SIGNED

I hereby certify that the above information is true and correct and further certify that this statement complies with all provisions of Section 5.58.010 Revised Code of the City of St. Louis, 1985, as amended.

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY:** \_\_\_\_\_

(SIGNATURE and TITLE)

## **ST. LOUIS DOMESTIC PRODUCTS PROCUREMENT ACT**

The City of St. Louis has enacted an ordinance relating to the purchase of domestic products by City government, with penalty provisions. The ordinance amends Section 5.58.010 Revised Code of the City of St. Louis, 1986, as amended by adding thereto new subsections dealing with the requirement that the Supply Commissioner or his designee give preference to goods or commodities manufactured in the United States of America, stating exceptions to said policy. Sections one through six are reprinted below.

**Section One.** Section 5.58.010 Revised Code of the City of St. Louis is hereby amended by adding the following language: Each solicitation to bid and the method of describing the items to be bid upon of any goods or commodities sought to be purchased by the Office of Supply Commissioner, and any contract entered into by and on behalf of the City of St. Louis and executed by the Mayor and/or the Comptroller of the City of St. Louis wherein the construction, alteration, repair or maintenance of any public works is the subject of the contract so executed, shall contain a provision that the goods or commodities furnished or used in the furtherance of said project by any contractor or subcontractor, manufacturer or supplier as the case may be, shall be manufactured, assembled or produced in the United States, and said requirement as defined above shall be stated in said bid.

**Section Two.** The provision of Section One of this Ordinance shall not apply in the following instances:

- (i) Where the item purchased as the contract entered into for repairs or renovation is less than One Thousand (\$1,000.00) Dollars.
- (ii) Where no line of a particular good or product is manufactured, assembled or produced in the United States.
- (iii) Where the acquisition of United States manufactured or produced goods would increase the cost by more than (10%) percent.

**Section Three.** The certificate required by this section shall specify the nature of the contract, the product being purchased or leased, the names and addresses of the United States manufacturers and producers contracted by the Commissioner or the project architect or engineer, and an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten percent.

**Section Four.** No public agency may authorize, provide for, or make any payment to any vendor or contractor upon any contract in violation of section 2 of this act. Prior to the awarding of the bid and before any public agency authorizes, provides, or makes payment to any vendor or contractor upon any contract to which section 2 or 6 of this act applies, the vendor or contractor shall provide proof of compliance with section 2, and, if applicable, section 6 of this act. Any vendor or contractor who knowingly misrepresents any material fact to the public agency concerning the origin of any manufactured goods or commodities shall be guilty of a Class A misdemeanor.

**Section Five.** Sections 1 to 6 of this act shall apply only to contracts and subcontracts entered into after the effective date of this act, and shall not limit the use or supply of manufactured goods or commodities purchased or leased prior to the effective date of this act.

**Section Six.** Nothing in sections 1 or 6 of this act is intended to contravene any existing treaty, law, agreement, or regulation of the United States. All contracts under section 1 or 6 of this act shall be entered into in accordance with existing treaty, law, agreement, or regulation of the United States including all treaties entered into between foreign countries and the United States regarding export-import restrictions and International trade and shall not be in violation of sections 1 to 6 of this act to the extent of such accordance.

### **Interpretations and Guidelines**

**Section One:** "Shall be manufactured" is interpreted to mean to make or process a raw material into a finished product or to turn-out in a mechanical manner. "Assembled" is interpreted to mean to fit or to join together the parts, gather, or to congregate in a manufacturing environment. "Produced" is interpreted to mean to create by manual or physical effort, to make or yield to customary product or products.

**Section Two (i)** This is interpreted to mean less than one thousand dollars in aggregate (total purchases).

**(iii)** When applying this subsection, multiply the cost of the foreign product by ten percent and compare the cost to the American product. If the American product cost is less than the sum of the cost of the foreign product plus ten percent, the award will be made to the vendor bidding the American product. The price paid by the City of St. Louis will be the actual price bid by the winning bidder.

**Section Three:** "Could not supply sufficient quantities" is interpreted to mean in order to meet the using agency's delivery schedule and in quantity specified.

**Section Four:** The vendor's authorized representative must complete a self-certification form, as required by the existing procedures previously indicated. These certification forms will be used to determine whether the manufacturer or producers could, or could not supply sufficient quantities, or the cost of the products would increase the contract by more than ten percent.

Prior to the City awarding the bid, the vendor shall provide certification that the product being bid is manufactured, assembled or produced in the United States or there is an existing treaty, law or regulation whereby the product bid shall be treated the same as product manufactured, assembled or produced in the United States. The procuring agency shall accept the self certification in order to apply the percentage differential that is applicable under this law. Failure to provide certification shall cause the city to presume that such product is not American made and preference shall not be considered for that product.

**CITY OF ST. LOUIS/SUPPLY DIVISION  
MINORITY/WOMEN BUSINESS ENTERPRISES FORM  
(M/WBE FORM)**

**D. BID/CONTRACT IDENTIFICATION**

Bid #: \_\_\_\_\_ or Contract Name: \_\_\_\_\_

Opening Date: \_\_\_\_\_ Your Bid Total: \$ \_\_\_\_\_

If your bid is \$500 or higher, please complete Section 'E'. We are NOT requesting information on how your company currently supports M/WBE suppliers. We want to know if there are opportunities you might consider to work with M/WBE suppliers for THIS SPECIFIC bid/contract.

**E. ASSURANCE**

**MBE/WBE Goal: 25% MBE and 5% WBE (Minimum Participation)**

I, acting in my capacity as an officer of the undersigned bidder(s) if a joint venture, hereby assure the City of St. Louis that on this bid/contract my company will: (CHECK ONLY ONE)

☐ Meet or exceed the M/WBE goal with: \_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE Participation

Proposed MBE Vendor Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Item or materials to be supplied by MBE Vendor: \_\_\_\_\_

Proposed WBE Vendor Name: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Item or materials to be supplied by WBE Vendor: \_\_\_\_\_

☐ Fail to meet the M/WBE goal, but made a good faith effort to meet the goals as follows:

\_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE Participation (Enter Proposed Vendor information above.)

☐ Not meet the M/WBE goal for the following reasons(s): (Check All That Apply)

<input type="checkbox"/>	Our Company is an MBE certified by the State of: _____
<input type="checkbox"/>	Our Company is a WBE certified by the State of: _____
<input type="checkbox"/>	We have contacted suppliers listed in the SLAA Directory but have received no reply
<input type="checkbox"/>	There are no subcontracting opportunities for this bid/contract
<input type="checkbox"/>	We are a Dealer and the order will be drop-shipped from the manufacturer to the user
<input type="checkbox"/>	We are the manufacturer and the order will be drop-shipped from the factory to the user
<input type="checkbox"/>	A letter of explanation is attached
<input type="checkbox"/>	Other reason: _____ _____

FIRM NAME: \_\_\_\_\_ FEDERAL ID NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**CITY OF ST. LOUIS/SUPPLY DIVISION  
MINORITY/WOMEN BUSINESS ENTERPRISES FORM  
(M/WBE FORM)**

**A. Mayor's Executive Order #28, Section Six - Supply Contracts**

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Minority Business Enterprises (MBEs) and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with Women's Business Enterprises (WBEs).
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal.
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
  - a. The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
  - b. St. Louis Airport Authority (SLAA) shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide each of those commodities that the Supply Commissioner indicates are required by the City;
  - c. The Supply Commissioner shall notify SLAA prior to solicitation of bids whenever no such qualified businesses are available;
  - d. SLAA shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
  - e. The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
5. Participation of MBE and WBE firms located outside the St. Louis Metropolitan Statistical Area (SMSA) shall not count toward the goals established in this order.

**B. SUPPLY DIVISION POLICY**

It is the policy of the Supply Division that all bids/contracts awarded adhere to the Mayor's Executive Order #28. All vendors are encouraged to comply with this policy and all other provisions of Executive Order #28. A copy of Executive Order #28 is available upon request. Each Vendor/Contractor (bidder) must complete, sign and return this M/WBE Form. Failure to complete, sign and return the M/WBE Form will result in the bid being declared non responsive and your bid may be eliminated.

**C. OBLIGATION**

The bidder agrees to make a good faith effort to ensure that M/WBE businesses have an opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with City funds. The bidder will take all necessary and reasonable steps to ensure that said businesses have an opportunity to compete for and perform under this bid/contract. The bidder shall not discriminate on the basis of race, color, national origin or sex in the award and performance of bids/contracts. The Directory of Disadvantaged, Minority and Women Owned Business Enterprises certified by the City of St. Louis, can be viewed at [www.mwdbe.org](http://www.mwdbe.org).

ORDINANCE #69431  
Board Bill No. 295  
Committee Substitute  
As Amended

An Ordinance repealing Section One, part 86.040 of Ordinance 56716, pertaining to the opening of bids, codified as Section 5.58.040 of the Revised Code of the City of St. Louis, and enacting a new provision on the same subject matter which allows a local bidder to match the lowest bid when the lowest bid is from a non-local bidder; enacting a new provision on the same subject matter; containing severability clause.

WHEREAS, local businesses which seek to enter into contracts with the City of St. Louis are at a competitive disadvantage with businesses from other areas because of the higher administrative costs of doing business in the City;

WHEREAS, the City of St. Louis desires to encourage businesses to remain in the City and to relocate to the City;

WHEREAS, by enacting a local preference law that allows a local firm to match the lowest bid when its bid is within 2% percent of the lowest bid, the City hopes to encourage and stimulate local business.

**BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

SECTION ONE. Section One, part 86.040, Ordinance 56716 is hereby repealed.

SECTION TWO. Enacted in lieu thereof is the following new section.

**5.58.040 - Opening of bids.**

A. Proposals shall be opened at the time and place fixed by the advertisement, in the presence of such bidders as desire to be present, and shall be open to the inspection of bidders.

B. The bids shall not be materially modified or amended as to price, specification or otherwise, nor substitutions placed thereon, after opening except when the lowest bid is from a non-local bidder. When the lowest bid is from a non-local bidder, any local bidder within two percent of the lowest bid may match the lowest bid. If a local bidder matches the lowest bid, then the Supply Commissioner may select the bid from the local bidder. If more than one local bidder is within two percent of the lowest bid, then only the lowest local bidder may match the bid. In all other circumstances, modification, supplementation or amendment shall cause rejection of the bid. For purposes of this chapter, local bidder means a bidder whose principal place of business is within the City of St. Louis, has had a valid business license for at least one year, and is current in payment of local taxes. Principal place of business shall be defined as the business's physical office; plant, or site where a majority (51%) of the full-time employees, chief officer, and managers of the business regularly work and conduct business, or where the plant or office and equipment required for the furnishing of the goods or performance of the services provided to the City, as required by the contract, are physically located in the City of St. Louis for at least one taxable year immediately prior to the date of the bid.

C. Bids may be for one or more or all the articles advertised for, but there shall be a specific bid on each article. The award may be made to the lowest bidder for any article, or to the lowest bidder for the entire requisition or any part thereof, but the Board of Standardization may reject any or all bids or any part of any bid.

**SECTION THREE. Severability.**

The provisions of this section are severable. If any provision of this ordinance is declared invalid, that invalidity shall not affect other provisions of the ordinance which can be given effect without the invalid provision.

Approved: April 29, 2013

**CITY OF ST LOUIS, MISSOURI**  
**INSTRUCTION TO BIDDERS (for request for quotations - RFQs)**

VENDORS SHOULD CAREFULLY READ THE FOLLOWING INSTRUCTIONS AND TERMS AND CONDITIONS, BEFORE SUBMITTING QUOTATION. **CAUTION: THIS IS NOT AN ORDER**

- Quotations will only be accepted on this form which must be returned in a **sealed envelope**. *The upper left corner of the envelope must include the following information: Vendor Name, Quotation Number and the Due By Date.* This information is also required on any mail delivered next day or overnight.
- Quotations should be typewritten or in ink. Altered or erased unit price(s) must be initialed. One copy of Quotation Sheet must be submitted, please retain a copy for your files.
- The Supply Commissioner reserves the right to reject any or all bids.
- The Supply Commissioner reserves the right to make awards on an item basis or on a total basis.
- Bidders must quote Unit Price(s) and Extension on each item. When an error appears on an extension, the Unit Price(s) will govern.
- When Quotation Sheet requests item(s) by brand name and your quote is for an alternate brand – show brand name(s) with model number(s) and attach full specifications.
- When Quotation Sheet has only a general description(s) of item(s) required – show brand name with model number(s) and attach full specifications.
- Suppliers shall not offer more than one bid on each item. Two or more quotations on the same item may cause a rejection of the bid. Suppliers must determine which one of their many styles or types fully meet the specification.
- Freight or delivery charges must be included in quote, or shown separately on quote, so bid can be evaluated.
- **Bids must arrive no later than NOON** on the date stated or will be rejected. *Faxed or E-mailed bids are not accepted unless specifically requested by the Supply Division.*
- Bids will be publicly opened on the date specified beginning at NOON.
- Prices quoted will be considered firm.
- Bids having an acceptance limit of less than 30 days after opening date may be rejected.
- Time of proposed delivery must be stated in definite terms.
- Failure of Bidder to understand the item(s) requested or any part of the specifications will not be a valid reason for bidding on the wrong item(s). Any questions regarding description of item(s) requested should be cleared with the Buyer listed in the bid document.
- **Samples** when requested must be delivered before actual time of bid opening with each sample plainly tagged showing the name of Bidder, Quotation Number, Brand Name and lot number or quality. Submission of samples does not relieve bidder from meeting the specifications as outlined in the Bid Documents unless the bidder specifically states they are bidding on an alternate.
- All samples are to be submitted to the address listed below unless otherwise stated in Bid Documents.
- Deliveries must be accompanied by a packing slip or invoice, listing the Department, Quotation Number, and the exact quantities of each item included in the shipment.
- ONLY U.S.P., N.F., OR N.N.D. DRUGS ARE ACCEPTABLE. ALL DRUGS MUST COME IN MANUFACTURER'S ORIGINAL PACKAGES, PROPERLY SEALED.
- In the event the successful bidder fails to make delivery of any item or items that meet the conditions and requirements as outlined in this proposal within 7 days of time stated by bidder on face of this quotation sheet, the City reserves the right to purchase said item or items on the "OPEN MARKET" and charge any costs above the BID PRICE to the bidder.
- The laws of the State of Missouri provide that the City of St. Louis pay no State Sales or Use Tax or Federal Excise Taxes and these taxes should be excluded from your bid price. Federal Excise Tax Exemption Certificates will be furnished to successful bidder.
- Suppliers shall save harmless the City of St. Louis from the payment of any and all claims or demands arising out of any infringement, alleged infringement, or use of any patent or patented device, article, system, arrangement, material or process used by him in the execution of this contract.
- Supply Division hours are Monday through Friday – 8:00 A.M. to 5:00 P.M. Main Number: 314-622-4580.

**All bids must be submitted in a SEALED ENVELOPE and mailed to:**

SUPPLY COMMISSIONER  
1200 MARKET ST RM 324  
ST LOUIS MO 63103-2842

**ORDINANCE #69431**  
**Board Bill No. 295**  
**Committee Substitute**  
**As Amended**

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